

REQUEST FOR PROPOSALS

ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY (ACCMA) FOR EAST BAY SMART CORRIDORS MANAGEMENT OF ATMS FIELD ELEMENTS RFP A10-004

Dear Consultants:

The Alameda County Congestion Management Agency (ACCMA) is issuing a Request for Proposals (RFP) for Management of ATMS Field Elements services. The RFP is subject to the ACCMA Disadvantaged Business Enterprise (DBE) participation program.

Any contract to be awarded as a result of this RFP will be awarded without discrimination based on race, color, religion, sex, sexual orientation, race, religious creed, color, national origin, ancestry, denial of family and medical care leave, medical condition (cancer/ genetic characteristics) physical handicap, disability (mental or physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation, marital status, age (40 and above).


To obtain a full copy of the RFP, please contact the ACCMA office at (510) 836-2560 or download the document in PDF format from our website: <http://www.accma.ca.gov>. All inquiries pertaining to this RFP should be emailed to Liz Brazil, Contract Administrator, at the following email address: lbrazil@accma.ca.gov no later than 5:00 p.m., March 22, 2010. Response to all questions submitted that may have a material impact on the proposal will be provided to all attendees of the pre-submittal conference on March 24, 2010 at 10:00 a.m. and will also be posted on the ACCMA website. The subject line for all emailed questions should include a reference to: *Questions - ACCMA RFP No. A10-004*.

Seven (7) hard copies and one (1) electronic copy in PDF format of the proposal are due no later than 3:00 p.m. Pacific Daylight Time on **Wednesday April 7, 2010** at the offices of the Alameda County Congestion Management Agency, 1333 Broadway, Suite 220, Oakland, CA 94612. **Late submittals will not be accepted.** RFPs must be submitted in a sealed envelope marked:

Liz Brazil, Contracts Administrator
Management of ATMS Field Elements Services – RFP A10-004
Alameda County Congestion Management Agency
1333 Broadway, Suite 220
Oakland, CA 94612

We look forward to receiving a proposal from your firm.

Sincerely yours,



Per

John Hemiup
Senior Transportation Engineer

REQUEST FOR PROPOSALS

**ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY (ACCMA) FOR
EAST BAY SMART CORRIDORS
MANAGEMENT OF ATMS FIELD ELEMENTS
RFP A10-004**

Issued by:

Alameda County Congestion Management Agency

March 8, 2010

RESPONSES DUE:

3:00 PM (PDT) April 7, 2010

at the

**Alameda County Congestion Management Agency
1333 Broadway, Suite 220
Oakland, CA 94612**

The UDBE Contract goal for this contract is 2.0 percent.

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APPENDIX B- International Blvd/Telegraph Avenue Corridor Map

APPENDIX C- Required Forms

- *List of Subconsultants*
- *Equal Employment Opportunity Certification*
- *Public Contract Code Section 10285.1 Statement*
- *Public Contract Code Section 10162 Questionnaire*
- *Public Contract Code 10232 Statement*
- *Noncollusion Affidavit*
- *Debarment and Suspension Certification*
- *Nonlobbying Certification For Federal-Aid Contracts*
- *Disclosure of Lobbying Activities*
- *Levine Act Statement*
- *Signature Page*

APPENDIX D- Insurance Forms

- *Insurance Information*
- *Insurance Agreement*
- *Certificate of Insurance To The Alameda County Congestion Management Agency*
- *Endorsement of Primary Insurance*
- *Additional Insured Endorsement*
- *Endorsement of Aggregated Limits of Insurance Per Project Comprehensive General Liability Commercial General Liability*
- *Waiver of Subrogation Endorsement Worker's Compensation Insurance*

APPENDIX E- Sample ACCMA Contract

REQUEST FOR PROPOSALS

ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY (ACCMA) FOR EAST BAY SMART CORRIDORS MANAGEMENT OF ATMS FIELD ELEMENTS RFP A10-004

1.0 INTRODUCTION

The Alameda County Congestion Management Agency (ACCMA) is seeking a CONSULTANT to provide management of routine and emergency services for the East Bay SMART Corridors program to managed Advanced Transportation Management Systems (ATMS) located in the field. The CONSULTANT will be selected based on best-negotiated value as prescribed by federal regulations.

The East Bay SMART Corridors program is a cooperative effort by the Alameda County CMA and 27 other partner agencies to plan and implement a multi-modal advanced transportation management system along the following four Corridors: 1) San Pablo/Hesperian Avenue Corridor, 2) Grand MacArthur Corridor, 3) International Blvd/Telegraph Avenue Corridor, and 4) I-580/I-680 Corridor (not a part of this RFP).

The goal of the East Bay SMART Corridors is to improve transportation mobility, efficiency and safety along the corridors through better congestion management, real-time traveler and transit signal priority, and improved incident response. The following are the current agencies involved with the project:

- ◆ Alameda County Congestion Management Agency (Lead Agency)
- ◆ Contra Costa Transportation Authority
- ◆ West Contra Costa Transportation Advisory Committee
- ◆ Metropolitan Transportation Commission
- ◆ Federal Highway Administration
- ◆ Federal Transit Administration
- ◆ California Department of Transportation
- ◆ AC Transit
- ◆ Western Contra Costa Transit Authority
- ◆ Union City Transit
- ◆ Alameda County
- ◆ Contra Costa County
- ◆ City of Albany
- ◆ City of Berkeley
- ◆ City of El Cerrito
- ◆ City of Emeryville
- ◆ City of Hayward
- ◆ City of Hercules
- ◆ City of Pinole
- ◆ City of Richmond
- ◆ City of Oakland
- ◆ City of San Leandro
- ◆ City of San Pablo
- ◆ City of Union City
- ◆ City of Dublin
- ◆ City of Livermore
- ◆ City of Pleasanton

The Alameda County CMA is the program manager for the East Bay SMART Corridors project and will manage and execute this contract on behalf of the above public agencies.

This RFP requests management of ATMS field maintenance services for the San Pablo/Hesperian Avenue Corridor, the Grand MacArthur Corridor and International Blvd/Telegraph Avenue Corridors only. The I-580/I-680 Corridor will be separately addressed at a future date.

2.0 BASIS FOR COMPETITIVE BIDDING

The acquisition methods will be consistent with federal, state and local acquisition rules and regulations. "Traffic surveillance and control system projects are an integral part of the Federal-aid highway construction and all phases of these projects are eligible for funding with appropriate Federal-aid highway funds. The degree of sophistication of any system must be in scale with the needs and with the availability of personnel and budget resources to operate and maintain the system." (23 CFR 655.407).

Competitive proposals are being sought because:

- ◆ Technology is rapidly changing and equipment specifications age, and the project would like to take advantages of emerging and future technologies;
- ◆ Procurement methods have matured and permit greater flexibility in achieving desired results. Technical proposals allow for options and negotiation allows a better fit of requirements and costs.

The procurement methods appropriate to the Alameda County CMA are described as fully competitive proposals as listed in 49 CFR Part 18.36 – Negotiated Procurement of Public/Private Infrastructure per 48 CFR Part 15. The Alameda County CMA may also procure services contracts based on qualifications and other evaluation factors, rather than cost alone.

3.0 PROPOSAL REQUIREMENTS

All expenses incurred in responding to this Request for Proposals shall be the sole responsibility of the Proposers. The Proposer shall submit a technical proposal and a cost proposal in response to the requirements cited herein. The proposal will be reviewed by the Alameda County CMA and its partner agencies and evaluated according to the evaluation method described later in this document.

Sealed proposals will be accepted until 3:00 PM (Pacific Daylight Time) on Wednesday, April 7, 2010, and must be mailed or otherwise delivered in hard copy form to:

Liz Brazil, Contracts Administrator
Management of ATMS Field Elements Services – RFP A10-004
Alameda County Congestion Management Agency
1333 Broadway, Suite 220
Oakland, CA 94612

Proposals received after the time specified will be returned unopened. FAXED OR EMAILED BIDS WILL NOT BE ACCEPTED.

4.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

ACCMA has adopted a Disadvantaged Business Enterprise (DBE) Participation Program, in compliance with the DBE regulations issued by the Department of Transportation (49 Code of Federal Regulations Part 26), which applies to this Request of Proposals.

The consultant and subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The UDBE Contract goal for this contract is **2.0 percent**. The winning proposer shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure there is equal participation of the DBE groups specified in 49 CFR 26.5, ACCMA specifies a goal for Underutilized Disadvantaged Business Enterprises (UDBEs). UDBE is a firm that meets the definition of DBE and is a member of one of the following groups:

1. Black Americans
2. Native Americans
3. Asian-Pacific Americans
4. Women

References to DBEs include UDBEs, but references to UDBEs do not include all DBEs.

Proposer shall make work available to UDBEs and select work parts consistent with available UDBE subconsultants and suppliers.

Proposer shall meet the UDBE goal shown in the Request for Proposal to Proposers or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the UDBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

http://www.dot.ca.gov/hq/bep/find_certified.htm

Only UDBE participation will count towards the UDBE goal. DBE participation will count towards the Agency's Annual Anticipated DBE Participation Level and the California statewide goal.

Credit for materials or supplies you purchase from UDBEs counts towards the goal in the following manner:

1. 100 percent counts if the materials or supplies are obtained from a UDBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a UDBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a UDBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a UDBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55.

UDBE INFORMATION FORM

The proposer shall submit the “UDBE Information Form” contained in Appendix C as part their proposal submittal. If you do not submit the UDBE Information Form with your proposal, the Agency will find your bid nonresponsive.

Good Faith Efforts Submittal

If you have not met the UDBE goal, the proposer must provide - Good Faith Efforts Documentation with the proposal. Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to UDBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate UDBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to UDBE firms.
2. Names of certified UDBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the UDBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified UDBEs through all reasonable and available means and provide sufficient time to allow UDBEs to respond.
3. Name of selected firm and its status as a UDBE for each item of work made available. Include name, address, and telephone number of each UDBE that provided a quote and their price quote. If the firm selected for the item is not a UDBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested UDBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using UDBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested UDBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the UDBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested UDBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the UDBE subconsultant purchases or leases from the prime consultant or its affiliate. If such assistance is provided by you, identify the name of the UDBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

5.0 SOLE POINT OF CONTACT

The sole point of contact for all purposes of this procurement shall be ACCMA’s Contracts Administrator, Ms. Liz Brazil. Ms. Brazil’s address and contact information is presented below:

Liz Brazil, Contracts Administrator
Alameda County Congestion Management Agency
1333 Broadway, Suite 220
Oakland, CA 94612
Email Address: lbrazil@accma.ca.gov

6.0 PRE-SUBMITTAL CONFERENCE

A pre-submittal conference will be held on March 24, 2010, beginning at 10:00 a.m. in the ACCMA Board Room at 1333 Broadway, Suite 220, Oakland, CA 94612. The pre-submittal conference will allow prospective Proposers to learn more about the project and to ask questions pertaining to the East Bay SMART Corridors Management ATMS Field Elements Project, the RFP, procurement process, the project schedule, etc.

During the pre-submittal conference verbal questions will be accepted from prospective Proposers attending the conference. All verbal questions during the pre-submittal conference will be documented and answers to those questions will be provided, via the ACCMA website, to all prospective Proposers. Any questions that cannot be answered fully during the pre-submittal conference will also be addressed and provided to prospective Proposers via the ACCMA website. Any prospective Proposer finding a discrepancy in or omission from the RFP, or in doubt as to the meaning of any provision in the RFP, must raise the issue(s) at the pre-submittal conference.

All inquiries pertaining to this RFP should be emailed to Liz Brazil, Contract Administrator, at the following email address: lbrazil@accma.ca.gov no later than 5:00 p.m., March 22, 2010. Response to all questions submitted that may have a material impact on the proposal will be provided to all attendees of the pre-submittal conference on March 24, 2010 at 10:00 a.m. and will also be posted on the ACCMA website. The subject line for all emailed questions should include a reference to: *Questions - ACCMA RFP No. A10-004.*

7.0 DEBARMENT, SUSPENSION AND INELIGIBILITY

On all federal aid contracts and all related subcontracts of \$25,000 or more, the consultant and subconsultants must certify they are in compliance with this provision. This includes subconsultants, material suppliers and vendors.

Each participant in the contract must certify “that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal agency and they have not been convicted or had civil judgment rendered within the past 3 years for certain types of offenses” See Appendix C – Required Forms. A publication titled, “A Listing of Parties Excluded from Federal Procurement and Non-procurement Programs” is available electronically via the internet at <http://epls.arnet.gov>

8.0 LOBBYING CERTIFICATION

On all federal-aid construction contracts and to all related subcontracts of \$100,000 or more, federal funds may not be used to provide financial gain to a member of congress or a federal agency. Awarding a federal-aid contract to a constituent would be an example of financial gain. This applies to contractors as well as subcontractors. A certification that the contractor has not and will not use federal funds to make any payments for lobbying must be included in the contract proposal (Appendix C – Required Forms).

Payments of nonfederal funds to any lobbyist must be disclosed on Standard Form LLL “Disclosure of Lobbying Activities” (see Exhibit 12-E, Attachment G), and if there are disclosures, included in the contract proposal.

9.0 POST AWARD AUDIT

The Cost Proposal is subject to a post award audit. The CONSULTANT shall agree to the following contract language below:

CONSULTANT acknowledges that this AGREEMENT and the cost proposal set forth in **Appendix D** is subject to a post award audit by Caltrans. After CMA receives any post award audit recommendations from Caltrans, the cost proposal and/or the total compensation figure above shall be adjusted by CMA to conform to the audit recommendations. CONSULTANT acknowledges and agrees that individual cost items identified in the audit report may be incorporated into this AGREEMENT at Caltrans' sole discretion. Refusal by CONSULTANT to incorporate interim audit or post award recommendations will be considered a breach of the AGREEMENT and cause for termination of the AGREEMENT.

After any post award audit recommendations are received, the Cost Proposal shall be adjusted by the ACCMA to conform to the audit recommendations.

10.0 LEVINE ACT

Consultants will be required to disclose on the record any contribution of more than \$250 which they have made to an ACCMA Board Member within the twelve-month period preceding the submittal deadline of this RFP, and within the twelve-month period preceding any subsequent procurement based on this RFP. This applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation, which is part of your team. If you have made a contribution which needs to be disclosed you must provide written notice of the date, amount and receipt of the contribution(s) to ACCMA Executive Director, Dennis Fay. This information will need to be provided before the ACCMA can approve any contract. **See Appendix C – Required Forms**

11.0 SMART CORRIDOR PROJECT COMPONENTS

The East Bay SMART Corridors includes Advanced Transportation Management Systems (ATMS) field components and centralized management system for the operation of the project. The program can be divided into the following major components:

11.01 RFP Field ATMS Elements to be addressed:

- ATMS Field Equipment Components – The field elements for the Advanced Transportation Management elements of the project is comprised of Closed Circuit TV, Non-Intrusive Vehicle Detection System, and Emergency Preempt and Transit Signal Priority systems. Management services are requested to troubleshoot, clean and repair these field components of the project. The ATMS field components are owned by each local agency.
- Agency ATMS System – Each participating agency have ATMS workstations that provides real-time information about traffic conditions and statistics along the project corridors. The workstations are housed in each respective agency and are maintained by the agencies. The scope of work for the proposer to consider, in regard to this element, is to contact the local agencies to confirm that the communications from the field controllers is available to AC Transit. Confirmation will be obtained by contacting the various local agencies to research the reason why controller communication is not functioning, report such findings monthly to the ACCMA & AC Transit, but the proposer is not perform any work on the agencies controllers or ATMS system.

- Signal Control System – Signal control system, including traffic signal controller, signal operation, signal appurtenances and video/inductive loop detection system is owned and maintained by each operation agency. No maintenance of signal control system components (other than Emergency Preempt and Transit Signal Priority systems equipment housed within the city owned signal control cabinet, as described below) is required in this RFP.

11.02 Elements of SMART Corridor not requiring service from proposer.

- Centralized ATMS Hardware and Software – The centralized software is located at a Co-Location Facility in San Francisco. The Co-Location site is leased through a contract with AT&T and is managed and maintained by AT&T Datacomm.
- Communication System – The communication between the centralized system and field components are leased from AT&T (formerly SBC) for wire-line connections and AT&T Mobility (formerly Cingular) for wireless communication. AT&T is responsible for maintenance and troubleshooting of the communications network.
- Agency ATMS System – Each participating agency is provided an ATMS workstation that provides real-time information about traffic conditions and statistics along the project corridors. The workstations are housed in each respective agency and are maintained by the local agencies.

11.1 ATMS FIELD EQUIPMENT COMPONENTS

The ATMS field equipment components are comprised of the CCTV, Non-Intrusive Vehicle Detection System (VDS) and Emergency Pre-emption and Transit Priority equipment (Brand Opticom).

Description of each component field ATMS system is described in detail below:

11.11 Closed Circuit TV System

Closed Circuit TV's (CCTV) provide continuous 365x24x7 video streams to the ATMS server and to the public via the project web site (smartcorridors.com) CCTVs are installed at 48 intersections on existing signal mast arms, consisting of one to four fixed cameras at each intersection. There are a total of 152 fixed CCTV cameras along the project corridor. Table 1 shows the location of the CCTV cameras.

The CCTV cameras are Cohu Type 3935-3100. The CCTVs are connected via cable to Type 334 and Type III service cabinets. The CCTV cabinets house the Video Streaming Processor (VSP) that compresses the video signals to MPEG 4 format and is connected to a router for transmission over a leased T1 line to the central ATMS server. The VSP is maintained by a consultant to ACCMA and the router unit is maintained by AT&T. The ATMS field equipment maintenance CONSULTANT (this RFP) is responsible for maintenance and/or repair of all other elements of the CCTV system, including but not limited to the cabinet, service equipment, air conditioning unit, UPS unit, cabling from the cabinets to the camera and the camera unit. (See <http://www.cohu-cameras.com/> for equipment specifications). Any suspected failure of VSP or router units should be promptly reported to ACCMA so that overall system downtime is minimized. (Suggest to keep a log kept of downtime with extra details)

Table 1 – Intersection Mounted Closed Circuit TV Locations

ID	Location	Location & Owning Agency (Caltrans Right of Way are shown in parentheses)
1	San Pablo Ave. @ John Muir Pkwy.	Hercules (Caltrans)
2	San Pablo Ave. @ Richmond Pkwy.	Richmond
3	San Pablo Ave. @ Church Ln.	San Pablo
4	San Pablo Ave. @ San Pablo Dam Rd.	San Pablo
5	I-80 SB Ramps @ San Pablo Dam Rd.	San Pablo (Caltrans)
6	San Pablo Ave. @ Macdonald Ave.	Richmond
7	San Pablo Ave. @ Cutting Blvd.	Richmond (Caltrans)
8	San Pablo Ave. @ Portero Ave.	El Cerrito (Caltrans)
9	Central Ave. @ I-80 NB Ramps	El Cerrito (Caltrans)
10	San Pablo Ave. @ Central Ave.	El Cerrito (Caltrans)
11	Buchanan St. @ I-80 NB Ramps	Albany (Caltrans)
12	San Pablo Ave. @ Buchanan St.	Albany (Caltrans)
13	San Pablo Ave. @ Gilman St.	Berkeley (Caltrans)
14	San Pablo Ave. @ University Ave.	Berkeley (Caltrans)
15	6th St. @ University Ave.	Berkeley
16	7th St. @ Ashby Ave.	Berkeley (Caltrans)
17	San Pablo Ave. @ Ashby Ave.	Berkeley (Caltrans)
18	San Pablo Ave. @ Stanford Ave.	Oakland (Caltrans)
19	Christie Ave. @ Powell St.	Emeryville
20	San Pablo Ave. @ 40th St.	Emeryville (Caltrans)
21	Mandela Pkwy. @ West Grand Ave.	Oakland
22	San Pablo Ave. @ West Grand Ave.	Oakland
23	San Leandro St. @ High St.	Oakland
24	San Leandro St. @ 73rd Ave.	Oakland
25	San Leandro St. @ 75th Ave.	Oakland
26	San Leandro St. @ 98th Ave.	San Leandro
27	San Leandro Blvd. @ Marina Blvd.	San Leandro
28	San Leandro Blvd. @ Washington Ave.	San Leandro
29	Hesperian Blvd. @ Lewelling Blvd.	Alameda County
30	Hesperian Blvd. @ West A St.	Hayward
31	Winton Ave. @ Southland Dr.	Hayward
32	Hesperian Blvd. @ Southland Dr.	Hayward
33	West Tennyson Rd. @ Calagora Ave.	Hayward
34	Hesperian Blvd. @ West Tennyson Rd.	Hayward
35	Union City Blvd. @ Whipple Rd.	Union City
36	Union City Blvd. @ Alvarado Blvd	Union City
37	E.14 th @ Davis Street	San Leandro (Caltrans)
38	International @ 98 th Ave	Oakland
39	International @ Hegenberger Rd/73 rd	Oakland
40	International @ 42 nd Ave	Oakland
41	International @ 22 nd Ave	Oakland
42	Telegraph @ West Grand	Oakland
43	Telegraph @ MacArthur	Oakland
44	Telegraph @ 51 st	Oakland
45	Telegraph @ Alcatraz	Berkeley
46	Telegraph @ Ashby	Berkeley (Caltrans)
47	Telegraph @ Dwight	Berkeley
48	Telegraph @ 20 th Street	Berkeley

11.12 Non-Intrusive Vehicle Detection System

Non-Intrusive Vehicle Detection System (VDS) collects real-time volume and speed information along the project corridors. There are a total of 65 non-intrusive detection units installed along the project corridor. Table 2 shows the location of the VDS units along the project corridor. The non-intrusive vehicle detection units are EIS brand (which refers to the VDS as RTMS). (See <http://www.rtms-by-eis.com/> for equipment information).

The units are installed on either existing luminaire poles or Type 15 modified poles. Most units are powered using a solar panel with battery backup units. Approximately 6 of the RTMS units derive power from a street light power source. All units are connected via wireless GPRS modems to the AT&T Mobility wireless network.

Table 2 - Non-Intrusive Vehicle Detection System Locations

ID	Location	Location & Owning Agency (Caltrans Right of Way are shown in parentheses)
1	John Muir Pkwy east of San Pablo	Hercules (Caltrans)
2	San Pablo Ave south of Sycamore	Hercules
3	San Pablo Ave south of Del Monte	Contra Costa County
4	San Pablo Ave south of Richmond Pkwy	Richmond
5	Richmond Pkwy west of I-80	Richmond
6	San Pablo Ave south of Robert H. Miller	Richmond
7	San Pablo Ave south of El Portal	San Pablo
8	San Pablo Ave south of Barrett	Richmond
9	San Pablo Ave south of Eastshore Hill	El Cerrito (Caltrans)
10	San Pablo Ave south of Portero	El Cerrito (Caltrans)
11	Portero Ave east of I-80	El Cerrito
12	Central Ave east of I-80	El Cerrito
13	San Pablo Ave south of Fairmont	Albany (Caltrans)
14	San Pablo Ave south of Buchanan	Albany (Caltrans)
15	Buchanan Ave east of I-80	Albany
16	San Pablo Ave south of Gilman	Berkeley (Caltrans)
17	Gilman east of I-80	Berkeley
18	San Pablo Ave south of University	Berkeley (Caltrans)
19	University east of I-80	Berkeley
20	San Pablo Ave south of Ashby	Berkeley (Caltrans)
21	Ashby Ave east of I-80	Berkeley (Caltrans)
22	San Pablo Ave south of Stanford	Oakland (Caltrans)
23	Powell east of I-80	Emeryville
24	High Street west of San Leandro St	Oakland
25	San Leandro St south of High	Oakland
26	San Leandro St south of 73 rd	Oakland
27	San Leandro Street south of 98 th	Oakland
28	Marina Blvd west of San Leandro St	San Leandro
29	San Leandro Blvd south of Springdale	San Leandro
30	East 14 th north of Seminary	Oakland (Caltrans)
31	East 14 th north of 82 nd	Oakland (Caltrans)
32	East 14 th south of 98 th	Oakland (Caltrans)
33	East 14 th north of Chumalia	San Leandro (Caltrans)
34	Davis St west of E. 14 th	San Leandro (Caltrans)
35	E. 14 th north of 136 th	San Leandro (Caltrans)
36	E. 14 th north of 148 th	San Leandro (Caltrans)
37	Hesperian Blvd north of Thornally St	Alameda County

ID	Location	Location & Owning Agency (Caltrans Right of Way are shown in parentheses)
38	Hesperian Blvd north of Grant	Alameda County
39	Hesperian Blvd north of Gold Course Rd	Hayward
40	Hesperian north of Winton	Hayward
41	Hesperian north of Sleepy Hollow	Hayward
42	Hesperian north of Industrial Pkwy	Hayward
43	Union City Blvd south of Alvarado	Union City
44	13577 San Pablo Avenue *	San Pablo
45	13201 San Pablo Avenue *	San Pablo
46	8415 San Pablo Dam Rd *	San Pablo
47	W. Grand & Campbell *	Oakland
48	San Leandro Ave. & 54th St. *	Oakland
49	21st St. & San Pablo Ave. *	Oakland
50	East 14th St. & 147th Ave	San Leandro (Caltrans)
51	East 14th St. & 136th Ave	San Leandro (Caltrans)
52	East 14th St. & Elise	San Leandro (Caltrans)
53	East 14th St. & Haas	San Leandro (Caltrans)
54	International & 100th Ave	Oakland (Caltrans)
55	International & 88th Ave	Oakland (Caltrans)
56	International & 79th Ave	Oakland (Caltrans)
57	International & 64th Ave	Oakland (Caltrans)
58	International & 64th Ave	Oakland (Caltrans)
59	International & 36th Ave	Oakland
60	International & Miller	Oakland
61	International & 15th Ave	Oakland
62	Telegraph & 28th Ave	Oakland
63	Telegraph & Apgar St	Oakland
64	Telegraph & 62nd St.	Berkeley
65	Telegraph & Ward St.	Berkeley

* These units utilize a street light power source.

11.13 Emergency Vehicle Preemption and Transit Signal Priority Equipment

Emergency Vehicle Preemption (EVP) and Transit Signal Priority (TSP) Opticom equipment receive and process both the high priority and low priority transit requests. A total of 191 intersections are currently equipped with the Opticom system, of which 144 intersections are currently equipped with the TSP capability. Table 3 shows the location of the Opticom equipment. Services for the emergency preemption and transit signal priority are optional, and may be added if funding is available.

The EVP and TSP equipment are 3M brand, 721 Series units. (See <http://www.3m.com/us/safety/tcm/products/itsmain.jhtml> for specifications). Each system is comprised of 2 to 4 Opticom detectors mounted on the signal mast arms, or signal poles; 752 or 754 Phase Selector(s) in the signal control cabinet; 757 green sense harness and cables to the detector units. The traffic signal controller and cabinet are not part of the maintenance services.

Since the traffic signal controllers are maintained by each of the respective agencies, the selected CONSULTANT shall coordinate with the respective agencies for access to the traffic signal cabinets to maintain the Opticom equipment, shall document all coordination efforts (contact names, date/time, issue discussed, etc.) and provide documentation to the ACCMA monthly with other performance and progress reports.

Table 3 - Emergency Vehicle Pre-emption and Transit Signal Priority Equipment Locations

ID	Main Street	Cross Street	Location & Owning Agency (Caltrans Right of Way are shown in parentheses)	TSP
1	San Pablo Ave	John Muir Parkway (SR 4)	Hercules (Caltrans)	
2	San Pablo Ave	Richmond Parkway	Richmond	
3	San Pablo Ave	Hilltop Dr	Richmond	
4	San Pablo Ave	Robert Miller Dr	Richmond	
5	San Pablo Ave	Rivers St	San Pablo	
6	San Pablo Ave	Rumrill Blvd	San Pablo	X
7	San Pablo Ave	El Portal Dr / Broadway Ave	San Pablo	X
8	San Pablo Ave	International Market Place	San Pablo	X
9	San Pablo Ave	23rd St / Road 20	San Pablo	X
10	San Pablo Ave	Van Ness St	San Pablo	X
11	San Pablo Ave	Church Ln	San Pablo	X
12	San Pablo Ave	Vale Rd	CCC/San Pablo	X
13	San Pablo Ave	San Pablo Dam Rd	CCC/San Pablo	X
14	San Pablo Ave	Food Maxx D/W	San Pablo	X
15	San Pablo Ave	Rheem Ave	San Pablo	X
16	San Pablo Ave	McBryde Ave	Richmond	X
17	San Pablo Ave	Esmond Ave	Richmond	X
18	San Pablo Ave	Garvin Ave	Richmond	X
19	San Pablo Ave	Solano Ave	Richmond	X
20	San Pablo Ave	Clinton Ave	Richmond	X
21	San Pablo Ave	Sierra Ave	Richmond	X
22	San Pablo Ave	EB 80 Ramps / Roosevelt	Richmond (Caltrans)	X
23	San Pablo Ave	Barrett Ave	Richmond	X
24	San Pablo Ave	Macdonald Ave	Richmond	X
25	San Pablo Ave	Conlon Ave / Home Depot	El Cerrito	X
26	San Pablo Ave	Cutting Blvd	El Cerrito	X
27	San Pablo Ave	Hill St / Eastshore Blvd	El Cerrito (Caltrans)	X
28	San Pablo Ave	Potrero Ave	El Cerrito (Caltrans)	X
29	San Pablo Ave	Manila Ave / Bayview Ave	El Cerrito (Caltrans)	X
30	San Pablo Ave	Schmidt Ln	El Cerrito (Caltrans)	X
31	San Pablo Ave	Moeser Ln	El Cerrito (Caltrans)	X
32	San Pablo Ave	Stockton St	El Cerrito (Caltrans)	X
33	San Pablo Ave	Central Ave	El Cerrito (Caltrans)	X
34	San Pablo Ave	Fairmount Ave	El Cerrito (Caltrans)	X
35	San Pablo Ave	Carlson Blvd	El Cerrito (Caltrans)	X
36	San Pablo Ave	Brighton Ave	Albany (Caltrans)	X
37	San Pablo Ave	Clay St	Albany (Caltrans)	X
38	San Pablo Ave	Washington Ave	Albany (Caltrans)	X
39	San Pablo Ave	Solano Ave	Albany (Caltrans)	X
40	San Pablo Ave	Buchanan St	Albany (Caltrans)	X
41	San Pablo Ave	Marin Ave	Albany (Caltrans)	X
42	San Pablo Ave	Monroe St	Berkeley (Caltrans)	X
43	San Pablo Ave	Gilman St	Berkeley (Caltrans)	X
44	San Pablo Ave	Cedar St	Berkeley (Caltrans)	X

ID	Main Street	Cross Street	Location & Owning Agency (Caltrans Right of Way are shown in parentheses)	TSP
45	San Pablo Ave	Delaware St	Berkeley (Caltrans)	X
46	San Pablo Ave	University Ave	Berkeley (Caltrans)	X
47	San Pablo Ave	Addison St	Berkeley (Caltrans)	X
48	San Pablo Ave	Allston Way	Berkeley (Caltrans)	X
49	San Pablo Ave	Dwight Way	Berkeley (Caltrans)	X
50	San Pablo Ave	Grayson St	Berkeley (Caltrans)	X
51	San Pablo Ave	Ashby Ave (SR 13)	Berkeley (Caltrans)	X
52	San Pablo Ave	Alcatraz Ave	Oakland (Caltrans)	X
53	San Pablo Ave	63rd St	Oakland (Caltrans)	X
54	San Pablo Ave	Stanford Ave	Oakland (Caltrans)	X
55	San Pablo Ave	53 rd Ave	Emeryville (Caltrans)	X
56	San Pablo Ave	47 th Ave	Emeryville (Caltrans)	X
57	San Pablo Ave	45 th Ave	Emeryville (Caltrans)	X
58	San Pablo Ave	Park Ave	Emeryville (Caltrans)	X
59	San Pablo Ave	40th St	Emeryville (Caltrans)	X
60	San Pablo Ave	Adeline St	Emeryville (Caltrans)	X
61	San Pablo Ave	36th St	Oakland	X
62	San Pablo Ave	35th St	Oakland	X
63	San Pablo Ave	31st St / Market St / 30th St	Oakland	X
64	San Pablo Ave	27th St	Oakland	X
65	San Pablo Ave	West St / 25th St	Oakland	X
66	San Pablo Ave	West Grand Ave	Oakland	X
67	San Pablo Ave	Castro St / MLK Blvd	Oakland	X
68	San Pablo Ave	20th St / MLK Jr.	Oakland	X
69	San Pablo Ave	19th St / Jefferson St	Oakland	
70	San Pablo Ave	17th St / Clay St	Oakland	
71	San Leandro St	Fruitvale Ave	Oakland	
72	San Leandro St	High St	Oakland	
73	San Leandro St	50th Ave	Oakland	
74	San Leandro St	Seminary Ave	Oakland	
75	San Leandro St	66th Ave	Oakland	
77	San Leandro St	73rd Ave	Oakland	
78	San Leandro St	75th Ave	Oakland	
79	San Leandro St	81st Ave	Oakland	
80	San Leandro St	85th Ave	Oakland	
81	San Leandro St	92nd Ave	Oakland	
82	San Leandro St	98th Ave	Oakland	
83	San Leandro St	San Leandro BART Entrance	San Leandro	
84	San Leandro St	Juana Ave	San Leandro	
85	San Leandro St	Williams St	San Leandro	
86	San Leandro St	Marina Blvd	San Leandro	
87	Davis St (SR 61/112)	San Leandro Blvd	San Leandro (Caltrans)	
88	Hesperian Blvd	Louise St	San Leandro	
89	Winton Ave	Southland Dr	Hayward	
90	Tennyson Rd	Calaroga Ave	Hayward	

ID	Main Street	Cross Street	Location & Owning Agency (Caltrans Right of Way are shown in parentheses)	TSP
91	Hesperian Blvd	Tennyson Rd	Hayward	
92	Hesperian Blvd	Southland Dr / Middle Ln	Hayward	
93	Hesperian Blvd	SR 92 EB	Hayward (Caltrans)	
94	Hesperian Blvd	SR 92 WB	Hayward (Caltrans)	
95	Hesperian Blvd	Sleepy Hollow Dr	Hayward	
96	Union City Blvd	Kohoutek Way	Union City	
97	Union City Blvd	Whipple Rd	Union City	
98	Union City Blvd	Bettencourt Way	Union City	
99	Union City Blvd	Smith St	Union City	
100	Union City Blvd	Horner St	Union City	
101	Union City Blvd	Alvarado Blvd	Union City	
102	Union City Blvd	Regents Blvd	Union City	
103	Union City Blvd	Jean Dr	Union City	
104	Union City Blvd	Dyer St	Union City	
105	Union City Blvd	Delores Dr	Union City	
106	Union City Blvd	Rocklin Dr	Union City	
107	Union City Blvd	Lowry Rd	Union City	
108	East 14th St.	Bayfair Dr.	San Leandro (Caltrans)	X
109	East 14th St.	Fairmont Dr.	San Leandro (Caltrans)	X
110	East 14th St.	150th Ave.	San Leandro (Caltrans)	X
111	East 14th St.	Bancroft Ave./Hesperian Blvd.	San Leandro (Caltrans)	X
112	East 14th St.	148th Ave.	San Leandro (Caltrans)	X
113	East 14th St.	143rd Ave.	San Leandro (Caltrans)	X
114	East 14th St.	San Leandro Blvd.	San Leandro (Caltrans)	X
115	East 14th St.	Estabrook St.	San Leandro (Caltrans)	X
116	East 14th St.	Castro St./Sybil Ave.	San Leandro (Caltrans)	X
117	East 14th St.	Dolores Ave.	San Leandro (Caltrans)	X
118	East 14th St.	Juana Ave.	San Leandro (Caltrans)	X
119	East 14th St.	Joaquin Ave.	San Leandro (Caltrans)	X
120	East 14th St.	Estudillo Ave.	San Leandro (Caltrans)	X
121	East 14th St.	Hwy. 112/Davis St./Callan Ave.	San Leandro (Caltrans)	X
122	East 14th St.	Hays St./Chumalia St.	San Leandro (Caltrans)	X
123	East 14th St.	Dutton Ave./Best St.	San Leandro (Caltrans)	X
124	East 14th St.	Broadmoor Blvd.	San Leandro (Caltrans)	X
125	East 14th St.	Durant Ave.	Oakland (Caltrans)	X
126	International.	105th Ave.	Oakland (Caltrans)	X
127	International	103rd/104th Ave	Oakland (Caltrans)	X
128	International	98th Ave.	Oakland (Caltrans)	X
129	International	94th Ave.	Oakland (Caltrans)	X
130	International	90th Ave.	Oakland (Caltrans)	X
131	International	85th Ave.	Oakland (Caltrans)	X
132	International	82nd Ave.	Oakland (Caltrans)	X
133	International	Hegenberger Rd./73rd Ave.	Oakland (Caltrans)	X

ID	Main Street	Cross Street	Location & Owning Agency (Caltrans Right of Way are shown in parentheses)	TSP
134	International	69th Ave	Oakland (Caltrans)	X
135	International	66th Ave./Havenscourt Blvd.	Oakland (Caltrans)	X
136	International	62nd Ave	Oakland (Caltrans)	X
137	International	Seminary Ave.	Oakland (Caltrans)	X
138	International	53rd Ave	Oakland (Caltrans)	X
139	International	46th Ave/Bancroft Wy.	Oakland (Caltrans)	X
140	International	High St.	Oakland (Caltrans)	X
141	International	42nd Ave.	Oakland (Caltrans)	X
142	International	38th Ave.	Oakland	X
143	International	35th Ave.	Oakland	X
144	International	34th Ave/Aveinda De la Fuentes	Oakland	X
146	International	Fruitvale Ave.	Oakland	X
146	International	29th Ave.	Oakland	X
147	International	27th Ave.	Oakland	X
148	International	25th Ave	Oakland	X
149	International	23rd Ave.	Oakland	X
150	International	22nd Ave.	Oakland	X
151	International	16th Ave.	Oakland	X
152	International	14th Ave.	Oakland	X
153	International	10th Ave	Oakland	X
154	International	8th Ave	Oakland	X
155	International	5th Ave	Oakland	X
156	International	2nd Ave	Oakland	X
157	Telegraph	20th Street	Oakland	X
158	Telegraph	West Grand	Oakland	X
159	Telegraph	24th Street	Oakland	X
160	Telegraph	26th Street	Oakland	X
161	Telegraph	27th Street	Oakland	X
162	Telegraph	29th Street	Oakland	X
163	Telegraph	30th Street	Oakland	X
164	Telegraph	34th Street	Oakland	X
165	Telegraph	MacArthur	Oakland	X
166	Telegraph	40th Street	Oakland	X
167	Telegraph	42nd Street	Oakland	X
168	Telegraph	45th Street	Oakland	X
169	Telegraph	48th Street	Oakland	X
170	Telegraph	50th Street	Oakland	X
171	Telegraph	51st Street	Oakland	X
172	Telegraph	52nd Street	Oakland	X
173	Telegraph	55th Street	Oakland	X
174	Telegraph	56th Street	Oakland	X
175	Telegraph	Aileen	Oakland	X

ID	Main Street	Cross Street	Location & Owning Agency (Caltrans Right of Way are shown in parentheses)	TSP
176	Telegraph	59th Street	Oakland	X
177	Telegraph	Alcatraz	Oakland	X
178	Telegraph	Woolsey	Berkeley	X
179	Telegraph	Webster	Berkeley	X
180	Telegraph	Ashby	Berkeley	X
181	Telegraph	Russell	Berkeley	X
182	Telegraph	Stuart	Berkeley	X
183	Telegraph	Derby	Berkeley	X
184	Telegraph	Blake	Berkeley	X
185	Telegraph	Dwight	Berkeley	X
186	Bancroft	Fulton	Berkeley	X
187	University	Oxford	Berkeley	X
188	Center	Oxford	Berkeley	X
189	Durant	Fulton	Berkeley	X
190	Durant	Dana	Berkeley	
191	Dana	Dwight	Berkeley	

12.0 REQUIRED FIELD MANAGEMENT SERVICES (the Scope of work)

The selected CONSULTANT (sometimes referred to as CONTRACTOR in this RFP) shall provide all the necessary management, trouble shooting, cleaning, repair, record keeping and inventory logs for the field ATMS components to keep the system in optimum performance level.

The CONSULTANT shall provide an Operations Coordinator to coordinate the project operations with the ACCMA.

Routine Maintenance, Emergency Maintenance and Optional Services are required and are described below:

12.1 Routine Management Tasks

The CONSULTANT shall provide routine management of the ATMS field components to keep the system in optimum performance. It is expected that the first order of work will be the Annual Inspection, Cleaning and Calibration of the system, which will occur around Summer 2010.

As a minimum, the routine tasks shall be comprised of the following activities. The CONSULTANT shall provide a description of their proposed services in the Proposal:

12.11 Annual Cleaning, Calibration, Inspection and Troubleshooting Services (March of each Year or on a date as agreed by the ACCMA) – The CONSULTANT shall conduct an annual inspection of the equipment to ascertain all equipment is functional. Any unit that is malfunctioning or non-operational shall be replaced by the CONSULTANT and Troubleshoot the reason for the unit non-operation. The first annual inspection services shall be completed within 30 working days of the notice to proceed. In addition, the CONSULTANT shall clean, calibrate and trouble-shoot ATMS field equipment as described below:

- a) ***CCTV Equipment*** – All lenses shall be cleaned and CCTV cabinet shall be vacuumed.
- b) ***VDS Equipment*** – All vehicle detection system units shall be re-calibrated to within the accuracy tolerance of the equipment per the manufacturer’s recommendation for volume and speed. Battery unit shall be checked and inspected.
- c) ***Opticom Equipment for EVP and TSP*** – All detector units for the EVP and TSP intersections shall be cleaned. Opticom detector shall be checked for high priority and low priority application, where applicable. Transit priority range detection range shall be recalibrated for 400 feet of detection from the detection unit, using a precision range finder. Download the log file from each phase selector and submit a CD containing the log files from all project phase selectors to the ACCMA within 30 days of range recalibration. CONSULTANT shall review daily TSP logs as furnished by ACCMA & AC Transit, to insure continued optimal functioning of the system. CONSULTANT shall be responsible for restoring the TSP system to full operation, from its current state. Work completed shall be inspected and certified by AC Transit and Advanced Traffic Products (ATP). The CONSULTANT shall inform ACCMA, AC Transit and ATP a minimum of 30 days in advance of performing work. At the conclusion of the Annual work, the CONSULTANT will need a “certified report” from ATP. All expenses for ATP inspection and certification are to be included in the price for this task.

12.12 Semi-Annual Inspection Services - The CONSULTANT shall conduct a field review of all equipment six months after the annual cleaning to ascertain all equipment is functional. Any unit that is malfunctioning or non-operational shall be replaced with ACCMA approved equipment by the CONSULTANT and Trouble-shoot the reason for the unit non-operation. The inside of the CCTV cabinet shall be inspected and vacuumed. The Opticom units shall be checked for functionality for both high priority and low priority application, where applicable. Other management tasks shall be conducted to ensure all equipment is in good working condition.

If any of the equipment is non-functional and needs to be repaired or replaced during either the semi-annual inspection services or annual cleaning, the CONSULTANT shall repair the equipment, shall troubleshoot the cause of non-function and report finds to the ACCMA. The labor cost for the repair & troubleshooting work shall be included in the price for the semi-annual and annual inspection services, except for the materials costs that will be paid separately.

In addition, the CONSULTANT shall meet on a monthly basis with ACCMA staff to review project status and provide an Excel spreadsheet of both the work accomplished, per intersection, in the previous month, and projected work-plan for the month ahead. After the first annual inspection service has been completed, the CONSULTANT is required to have sufficient resources, in both personnel and equipment, to complete the annual cleaning, calibration and inspection services within 120 calendar days. After 120 days the ACCMA will impose a \$1,000 penalty per day on the CONSULTANT if cleaning and calibration is not completed and will have the option to terminate contract for due cause, at sole discretion of ACCMA. Emergency Maintenance activities do not exempt the 120 calendar days timeline for annual cleaning, calibration and inspection services.

12.2 Emergency Services

The CONSULTANT shall be available to provide emergency services for the ATMS field equipment when reported by ACCMA or partner agencies. Emergency repair and troubleshooting shall include responding to knock-downs, reported failures and malfunctions, or other abnormal conditions. The ACCMA shall make the final determination as to whether an incident is considered as a Safety Condition or a Non Safety Condition, as further discussed below.

The CONSULTANT shall provide the following response time with respect to emergency services:

12.2.1 Safety Conditions – The CONSULTANT shall dispatch a crew within **4 hours** of notification to investigate conditions and to make emergency repairs to eliminate any hazardous conditions or situations. Examples of Safety Conditions include a traffic accident, equipment failures creating hazardous conditions, etc. The CONSULTANT shall provide written notification to ACCMA and obtain approval for any repairs required to bring the unit to a functional level, if total cost of repair is over \$2,500. In the event the CONSULTANT fails to reach the project site within four (4) hours of notification, ACCMA will impose a \$1,000 penalty per occurrence on the CONSULTANT if repair is not made in due time and will have the option to terminate contract for due cause, at sole discretion of ACCMA.

12.2.2 Non Safety Conditions – The CONSULTANT shall dispatch a crew within 24 hours of notification to investigate the failure and to make the necessary repairs. The CONSULTANT shall provide written notification to ACCMA and obtain approval for any repairs required to bring the unit to a functional level, if total cost of repair is over \$2,500. In the event the CONSULTANT fails to reach the project site within 24 hours of notification, ACCMA will impose a \$1,000 penalty per occurrence on the CONSULTANT and will have the option to terminate contract for due cause, at sole discretion of ACCMA.

12.3 Management Plan

The CONSULTANT shall submit a detailed Management Plan to the ACCMA each month. The plan shall include CONSULTANT staffing and administration hours, dispatch procedures, communication requirements, preventive maintenance techniques, schedules, support from outside services, equipment list, Trouble-shooting recommendations and other details as may be appropriate for inclusion in the Management Plan.

The Management Plan shall address, at a minimum, the following:

- Standards and General Procedures;
- Equipment Maintenance;
- Software Maintenance;
- Tools;
- Spare Parts and Inventory Control;
- Emergency/Corrective Repair Procedures;
- Preventive Maintenance Procedures and Schedules;
- Support Services;
- Personnel;
- Staff Location;
- Staff Qualifications;
- Training;
- Facilities/Workshop(s);
- Service Records;
- Failure Tracking and Corrective Action;
- Lane Closure Procedures (using the attached MOT Plans as the basis for procedures);
- Reliability and Maintainability Analysis and Calculation;
- Spare Parts Inventory Levels;
- QA/QC procedures; and
- Monthly Management Activity Reports.

12.4 Manager and Staff

The Management Plan shall describe the CONSULTANT's organization and personnel that will be used for managing the SMART Corridors program. The additional requirements for personnel qualifications to be satisfied by the CONSULTANT while managing the System is describe in this section.

The numbers and classification of personnel to be used by the CONSULTANT for managing the System, as well as the distribution of personnel, shall be documented within the Management Plan.

The CONSULTANT's Manager shall be responsible for the overall activities for the Project. The individual designated as the Manager must have and sufficient experience and capabilities in the activities that are similar in scope to what is expected for the Project, including, without limitation, specific experience in ITS Field element deployment, electrical engineering, communications and managing field technician personnel. The individual designated as the Manager by the CONSULTANT shall require the approval of the ACCMA.

The Manager shall serve as ITS overseer to analyze field conditions to troubleshoot problems, recommend repairs and direct field crews. Coordinate repairs with other ACCMA consultants involved with other SMART Corridor elements. In this role, the Manager troubleshoots maintenance requirements and provides QA/QC of the field crew's work.

The Manager may also serve as Operations Coordinator to coordinate the project operations with the ACCMA (see 12.0).

The CONSULTANT shall not replace the Manager without the prior written approval by the ACCMA. The CONSULTANT's request to replace the Manager shall name a proposed replacement Manager, include his/her qualifications and include a statement that he/she will be available within thirty (30) days. An unacceptable replacement of the Manager is cause for termination of the maintenance contract.

The CONSULTANT service technicians (of any discipline) shall have an appropriate technical education background and at least three years of experience servicing ATMS electronic equipment.

Any maintenance subcontractors proposed to be used by the CONSULTANT shall be fully described within the Management Plan submitted for ACCMA approval, and the Subcontracts themselves shall be made available for review by the ACCMA upon request.

All CONSULTANT personnel shall be subject to appropriate security checks conducted to the satisfaction of the ACCMA. The CONSULTANT shall obtain written approval from the ACCMA for all field service personnel.

12.5 Agency Coordination Requirements

Notwithstanding anything to the contrary herein, all work under this contract is to be provided directly to the local agencies and to Caltrans. ACCMA is the contract manager and performance monitor. Therefore, the CONSULTANT shall coordinate with appropriate local agency Maintenance Departments prior to performing any work, including emergency repairs. Caltrans and other agencies will require that their maintenance personnel be present at the time of actual work is performed or when a cabinet is accessed. The CONSULTANT shall coordinate all work with the local agencies or Caltrans staff as appropriate, and at no time shall enter any cabinet without prior

approval of the owner agency. If owner agencies require encroachment permits, the CONSULTANT will be responsible to obtain such permits.

12.6 *Applicable Standards*

The CONSULTANT shall utilize the latest edition of the State of California Standard Specifications and Standard Plans for all work regarding repair and or replacement of the equipment. In addition, the CONSULTANT shall follow the local agency standard requirements, if different than the State Standard Plans and Standard Specifications. The CONSULTANT shall check with all Cities to obtain all applicable specifications or plans.

The CONSULTANT shall utilize the Manual of Uniform Traffic Control Devices and the WATCH manual for all traffic control.

The CONSULTANT's attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the Standard Specifications and Section 10-1.05C "Traffic Control System for Lane Closure" and shall meet all requirements in performing the work.

13.0 DOCUMENTATION AND RECORD KEEPING

The CONSULTANT shall provide documentation and keep record of all management activities.

13.1 *Documentation and Billing*

13.11 Financial Reporting

The CONSULTANT shall provide monthly invoices for all emergency management services provided to ACCMA, with itemized cost for each service request per intersection as noted in the tables. The CONSULTANT shall also provide invoices for the Semi-Annual Inspection Services and the Annual Cleaning, Calibration and Inspection Services per intersection as noted in the tables on a monthly basis, including monthly status updates, and to be provided in an Excel spreadsheet. In addition, for all material purchases, the CONSULTANT shall provide the original equipment material invoice and show the mark-up cost. The total markup on equipment shall be specified in the proposal, and shall not be more than 10%. ACCMA may request that equipment be invoiced separately from labor. ACCMA may provide Agency Provided equipment. All other materials costs shall be included as itemized costs in the semi-annual or annual invoices which are to be provided in hard copy format, electronic pdf of hard copies and provide in an Excel spreadsheet.

13.12 Performance Reporting

The CONSULTANT shall document in a log the date/time/location (per intersection) of issue notification, who identified it, when CONSULTANT first arrived at locations, initial assessment of problem, date/time of first repair, and verification by a 2nd technician or by the CONSULTANT's manager.

The CONSULTANT shall create a monthly log of all activities by intersection location and device type. The monthly log format will be approved by ACCMA and reviewed on a monthly basis. The purpose of this monthly log is to allow an easy reference for annual repair costs and history or devices by location and type of device. The monthly log is to be provided in an Excel spreadsheet.

13.2 *Inventory*

Within 30 calendar days of contract award, the CONSULTANT shall create an Access or Excel database to keep track of all of ATMS field equipment assets, including records for all service calls, semi-annual and annual activities, repair dates, replacement dates, warranty expiration dates, etc. The CONSULTANT shall obtain ACCMA review and approval of the proposed format prior to use on the project. The CONSULTANT shall provide a summary assessment in June and December of each year for the number of repairs, per device type and all related elements to the device, to provide ACCMA with the level of repair and/or replacement for each equipment component. A recommendation on how to reduce maintenance costs or extended element life is welcome.

14.0 EQUIPMENT

The CONSULTANT shall provide only new equipment for replacement of system components, unless otherwise approved in writing by ACCMA. The CONSULTANT may remove defective equipment and send to the manufacturer for repair/rebuild, if approved by ACCMA. If equipment is removed for replacement, or off-site repair, the CONSULTANT shall install a temporary unit to ensure continued, uninterrupted system operation.

Any additional equipment shall be provided by the CONSULTANT and shall be kept in storage at no cost to ACCMA.

The type of equipment and/or number of units included on the Equipment List may be changed in the future, with prior ACCMA approval, based on CONSULTANT's recommendation or repair history. The CONSULTANT shall purchase and furnish all other materials required to restore the system to full functionality and to make all necessary repairs, including cabling, conductors, and other items.

The CONSULTANT shall provide all equipment required to perform the activities required by the contract, including but not limited to: portable computers, cabling, monitors, proprietary vendor software required for calibrations/adjustments, bucket trucks, etc. The cost for any required materials, equipment, hardware and software is included in the contract prices paid for the various items of work, and therefore, no additional compensation will be allowed.

15.0 PERFORMANCE BOND, LICENSES AND PERMITS

15.1 *Performance Bond*

The Proposer, concurrently with the execution and delivery of this Contract, shall provide additional security for the performance of its obligation to perform the services required hereunder, through a Performance Bond issued by a surety acceptable to ACCMA. The Performance Bond shall be in the amount of 100% of the annual maintenance contract. The Performance Bond shall serve as additional security for the performance of the Proposer's obligations, and in no event should the existence of the Performance Bond or the stated amount thereof be construed to cap, liquidate or otherwise modify or limit the Proposers responsibilities for performance under this contract. The CONTRACTOR shall include a letter from an underwriter stating that they foresee no issues in providing the Performance Bond at the time of contract execution.

15.2 *Contractor's License*

The CONTRACTOR shall be either a licensed Electrical Contractor, Class C-8 or General Contractor, Class A, at the proposal submittal date and upon the award of the Contract.

15.3 *Business License*

The CONTRACTOR shall obtain Business Licenses from the following agencies prior to the start of work:

- 1) City of Albany
- 2) City of Berkeley
- 3) City of El Cerrito
- 4) City of Emeryville
- 5) City of Hayward
- 6) City of Hercules
- 7) City of Oakland
- 8) City of Pinole
- 9) City of Richmond
- 10) City of San Leandro
- 11) City of San Pablo
- 12) City of Union City
- 13) Alameda County
- 14) Contra Costa County

The CONTRACTOR shall pay all fees associated with obtaining and keeping current the Business Licenses.

15.4 *Encroachment Permit*

As the CONTRACTOR will be working in multiple jurisdictions, the CONTRACTOR shall obtain an annual Encroachment Permit from agencies listed below:

- 1) City of Albany
- 2) City of Berkeley
- 3) City of El Cerrito
- 4) City of Emeryville
- 5) City of Hayward
- 6) City of Hercules
- 7) City of Oakland
- 8) City of Pinole
- 9) City of Richmond
- 10) City of San Leandro
- 11) City of San Pablo
- 12) City of Union City
- 13) Alameda County
- 14) Contra Costa County
- 15) California Department of Transportation

ACCMA will facilitate the Encroachment Permit process with the agencies. The CONTRACTOR shall comply with all permit requirements as stipulated by the issuing agency. ACCMA will pay any imposed permit fees associated with the permits. All other costs incurred by the CONTRACTOR to obtain the permits and coordinate full compliance with all conditions therein shall be borne solely by the CONTRACTOR, and no additional compensation will be allowed therefor.

15.5 Non – Reimbursement for proposal preparation

The ACCMA will not reimburse proposers of this RFP nor their sub-consultants for the preparation of their proposals.

16.0 REVIEW, EVALUATION AND SELECTION PROCESS

16.1 Proposal Evaluation and Selection Committee

All qualifying proposals received by the submission deadline will be evaluated by an Evaluation Committee (“Committee”). The Committee may seek the advice of others in reviewing the Proposals received, including but not limited to consultants and other advisors. However, the Committee will be solely responsible for evaluating the Proposals received and for rendering a collective final recommendation to the ACCMA. An important determination during the proposal evaluation effort will be which of the submitted proposals offers the best value to the ACCMA.

16.2 Evaluation Criteria

The evaluation criteria that will be used by the Committee for its evaluation of each qualifying technical proposal are listed below.

Presented in Figure 1 is a preliminary Technical Proposal evaluation matrix. An evaluation matrix similar to this one will be completed for each Technical Proposal that is received from Bidders.

Figure 1 – Preliminary Technical Proposal Evaluation Matrix

TECHNICAL PROPOSAL		Weight	<Firm #1>		<Firm #2>		<Firm #3>	
			Grade	Product	Grade	Product	Grade	Product
1	Overall Qualifications and experience of the firm with Signal and ITS components	25		0.000		0.000		0.000
2	Qualifications of Key Personnel	10		0.000		0.000		0.000
3	Project Manager’s Experience	5		0.000		0.000		0.000
4	Proposed approach to the System Management Plan	20		0.000		0.000		0.000
5	Overall Quality, Clarity and Cost of Proposal	20		0.000		0.000		0.000
	TECHNICAL SCORE	80		0.000		0.000		0.000
6	Interview, if necessary	20		0.000		0.000		0.000
	OVERALL SCORE	100		0.000		0.000		0.000

16.3 Qualifying Proposals

The Contracts Administrator will initially review each Technical Proposal for compliance with the instructions contained in this RFP, any addendum, and with any other procedures required in conducting this procurement. Failure to comply with any requirement may disqualify a Bidder's Proposal from consideration by the Committee. Each Bidder must assume full responsibility for meeting the requirements of the procurement.

16.4 Technical Evaluation

After the Contracts Administrator selects the qualifying proposals, the Committee will conduct an evaluation of the technical merit of each qualifying proposal. This evaluation will be made on the basis of the evaluation criteria as set forth above in Section 16.2 above. This step of the overall Proposal evaluation may include verification of credentials and stated experience, and the Proposer authorizes the ACCMA to so inquire as the ACCMA sees fit.

Proposals which have been found by the Committee to be non-responsive to the technical requirements of the RFP may be considered ineligible for further consideration at and from this point in the evaluation process.

As part of the technical evaluation, the Committee may require those Proposers whose proposals are initially classified as reasonably considered for being selected for award to appear before the Committee to make oral presentations, to answer questions and/or to provide clarification on their proposals. The individual identified as the Manager in the Bidder's Proposal will be expected to play the primary role in the Proposer's interview and presentation.

The Committee will also conduct reference checks of Proposers at this time. The purpose of the reference checks will be to determine the level of satisfaction and quality of service provided to each Proposer's present and/or past clients in the areas of general system performance; technical integration; compliance with implementation plans and budgets; general responsiveness; customer satisfaction; and contract compliance.

16.5 Cost Proposal Evaluation

The Contracts Administrator will unseal the Cost Proposal of each qualifying Proposer. The Committee shall then perform a thorough evaluation and tabulation of the cost information contained in each Proposer's Cost Proposal.

16.6 Combined Evaluation

The selection of the Proposer will be based upon the quality of the services offered, as well as the price provided by the Proposer. The Technical and Cost proposals will be reviewed concurrently by the evaluators, and the content of both used in evaluating Proposer submittals.

Proposers submitting responsive proposals will be initially evaluated by the selection panel. All or a short-listed number of proposers will be invited for further discussions with the selection panel. Proposals will be evaluated by the selection panel based on the evaluation criteria. Interviews, if necessary, will be based on the evaluation criteria for a total of 100 points.

16.7 Best and Final Offer (BAFO) Evaluation

Based on the evaluation of the selection panel, the Alameda County CMA may enter into the best and final negotiations with a revised short listed number of Proposers. The Alameda County CMA may also enter into direct negotiation with the top-ranked firm.

ACCMA may request the revised short-listed Proposers to revise their initial proposals, through issuance of a Request for Best and Final Offer (BAFO). The interviewed proposers will be given ten (10) days to revise their proposals, which will be extended if the request for BAFO requires substantive revision. Following receipt of the BAFOs, ACCMA will review the BAFOs and may request additional clarifications as necessary to evaluate the BAFOs.

After any revisions and clarifications are received, the BAFOs will be evaluated against the evaluation criteria. The panel will then recommend a Proposer to the ACCMA Executive Director. The ACCMA Executive Director will make the final determination regarding award to a prospective Proposer. The Committee will then rank the Proposers based on the combination of their Technical and Cost Proposals. In determining the final ranking of proposals, technical merit shall be given more weight than the proposal cost. The ACCMA will evaluate proposals and choose the preferred Proposer not necessarily based upon the lowest cost, but based upon the determined best value to the agency.

Note: The financial references and stability of the firm and Evidence of bonding capability and CONTRACTOR's license is required.

17.0 SELECTION CALENDAR

Below is the calendar for the various activities, which constitute the selection process.

Activity	Date	Time
Questions Due	March 22, 2010	5:00 PM
Pre- Proposal Meeting	March 24, 2010	10:00 AM
Proposals Due	April 7, 2010	3:00 PM
Interview, If necessary	Week of April 19, 2010	TBD
Request for BAFO (if needed)	TBD	NA
BAFOs Due	TBD	4:00 PM
Start Date (Estimated)	TBD	NA

The Alameda County CMA reserves the right to change or modify the selection calendar.

18.0 CONFIDENTIALITY

If the proposer believes that its proposal contains information that is confidential, a statement shall be included in the introductory pages advising of this fact, and any confidential information shall be so identified on each page where it appears. The information identified as confidential may not be disclosed until Alameda County CMA reviews the statement and the information, and makes a determination whether the information shall be deemed confidential information. The Proposer will be informed in writing of such determination.

19.0 CONTRACT ADMINISTRATION

Following the award of contract, the awarded Proposer shall contact the Program Manager and the Contracts Administrator for guidance or direction in matters of contract interpretation or problems regarding the terms, conditions, or scope of the contract. Only the Alameda County CMA Program Manager is authorized to change or amend the specific terms, conditions, or provisions of the contract. Any and all changes shall be recognized as such only when issued in writing by the ACCMA.

20.0 OFFER ACCEPTANCE PERIOD

Proposals are an irrevocable offer for one hundred and fifty (150) days after the submittal date.

21.0 CONTRACT DURATION

The initial Contract duration for this project is one year, between July 1, 2010 and June 30, 2011, with the option to extend on an annual basis for up to two additional years. The Alameda County CMA reserves the right to extend the services annually. The Alameda County CMA may cancel the contract at any time, without any additional obligations or costs to CMA upon 30 days advance notice.

22.0 PROPOSAL FORMAT

Proposals should be prepared simply and economically, providing a straightforward and clear description of the proposal for meeting the requirements of this procurement. Proposals shall meet all of the requirements that are presented in section of this RFP. Oral, facsimile, or electronic proposals or amendments will not be accepted unless specifically requested in writing by the Contracts Administrator.

Seven (7) hard copies, and one (1) CD copy in PDF format of the proposal shall be delivered to the Contracts Administrator at the time and on the date as previously stated in this RFP. The proposal shall be developed using 12-font size text and shall be signed by a corporate officer, partner, proprietor, or other person authorized to legally bind the Proposer.

Proposals shall be presented in the following format:

- All pages shall be (8.5x11), printed on one side only, in 12-point font or larger.
- Any submissions, which exceed page limitations or fail to follow the section format instructions, as outlined here, may be rejected.
- Proposals are to be submitted in a sealed package, labeled with the title "Proposed Services" marked on the outer wrapping of the package.
- Cost proposals are to be included in the same sealed package as the technical proposals. The pages used in drafting the cost proposal shall not be counted as part of the page limit applied to the technical proposal.

22.1 *Introductory Letter (2 pages maximum)*

The introductory letter shall address the following:

- An expression of the firm's interest in being selected for the project;

- A statement confirming the commitment of adequate resources to meet Alameda County CMA's quality and schedule expectations;
- A statement describing the legal entity responsible for submitting the proposal and any proposed sub-contract or joint venture agreements;
- A summary of key points regarding the firm's qualifications and services proposed to be provided.
- Provide CONSULTANT's License Number and statement as to the ability to bond for the project.

22.2 *Proposed Services (20 pages maximum)*

The following shall be included as a description of the proposed services to be provided by the Proposer under this contract, in the following order:

- Include detailed descriptions of the services you propose to furnish.
- Describe conformance with the terms and requirements of the Request for Proposals. Any variations between Alameda County CMA requirements and the proposed specifications shall be noted by the Proposer. Deviation from the RFP provisions or failure to address the conformance issue properly may result in the proposal being rejected.
- Describe management process and your proposed approach to system management plan.
- Describe the location of the company and resources at each location applicable to the project.
- Describe procedures for management of routine maintenance and emergency repair. What provisions would you put in place for emergency notification services?
- Any other information that will provide information about the Proposer's understanding of the project, services requested, and proposed plan.

22.3 *Experience History (10 pages maximum)*

The Proposer shall be required to complete the Work History Form (See Page _33_). The Alameda County CMA will contact the clients for reference checks.

- The Proposer shall provide a complete list of agencies in Northern California for which the Proposer has maintained or installed signal control system or Intelligent Transportation Systems (ITS) elements during the last three (3) years. Please place emphasis on the type of equipment. An owner's reference and contact information shall be included for each project listed. Reference checks will be used to assess:
 1. What level of satisfaction has been received by previous and current owners using this system?
 2. How responsive has the Proposer been to past and current users?
 3. Did the Proposer stay within budget and on schedule in previous and current projects?
 4. List any projects, which have resulted in time extensions and/or the assessment of liquidated damages against any member of the project team during the last five (5) years.

22.4 *Staffing, Equipment and Financial Stability (20 pages maximum)*

The Proposer shall describe the following issues:

- Describe the expertise and availability of key staff and skill sets
- Describe equipment used for management purposes, such as truck, boom trucks, etc.
- Describe your warranty for repairs and replacement.
- Describe the facilities and equipment to be used in the performance of this contract.
- Identify the procedures to be used in quality control assurance and cost control.
- Describe the internal quality management procedures for the firm(s) involved in the project. Include a copy of any ISO quality certifications your firm may possess. (Not counted in page count)
- Describe how the firm's quality assurance and cost control programs will benefit the project.
- Describe the licenses required for the project, if any.
- Describe bonding requirements as stated in the RFP. The Proposer shall be bonded for the amount of the initial installation costs and six month service or \$250,000 which ever is greater, which will be required for failure to perform or terminate the during the contract period.
- Describe the financial stability of the Proposer. This information shall be provided for all team members.

22.5 *Supportive Information (No Page Limits)*

This section may include product manuals, capacity/resource charts, graphs, photographs, maps, resumes, references, etc. that the Proposer feels is relevant to its proposal. Contents are essentially to be at the discretion of the proposer, and this material will be excluded from the page count.

The Forms in Appendix C shall be included in this Section.

22.6 *Cost Proposal*

The Proposer shall use the Cost Proposal Forms on **Page 34 – 36** to present the cost proposal. If there are any initial cost recovery and charges, the Proposer shall identify the costs separately. The Cost Proposal shall include all costs, including taxes, fees, surcharges, profit, etc. Costs shall include travel to and from office/yard to the project site.

The Proposer shall include the equipment cost forms included in the Request for Proposals.

The services shall be provided in accordance with the tentative project schedule. Failure to provide the services within the time frame will constitute a breach of contract and the Alameda County CMA may recover the costs of non-service through the project bonds.

1. *Cost Proposal:* The cost submittal should indicate the number of anticipated hours by the Project Manager and key personnel. The estimated level of hours for other staff can be summarized in general categories. The cost proposal shall also include a breakdown of subconsultant costs, if any.

This section should provide a full description of the expected expenditures of funds for the work described in this RFP. This section will include all tasks required to complete the project

including final reports and presentations. The cost breakdown should include, but not be limited to, the following:

Billing Rates

A schedule of billing rates by category of employee, to be used in computing the billing cost during the term of the contract. Billing rates should cover all costs associated with the employee (salary, benefits, overhead, profit, anticipated cost of living or merit increases).

Direct Costs

All direct costs specifically attributed to the project and not included in the billing rates must be itemized by budget category to be eligible for reimbursement. Once contractually authorized, direct cost budgets may not be substituted without prior written consent of the ACCMA Executive Director.

Task Budget

A schedule of estimated costs to complete each task should add down to the total cost of the project. The task budget should include a breakdown by task of hours, billing rate charges, and the itemization of other direct costs attributed to the task. To ensure a full understanding of the resources committed to the project, the schedule should clearly indicate the amount of hours key personnel will be used in each task. ACCMA is seeking cost competitive proposals for this work. The funding available for the scope of work as described in this RFP shall not exceed \$250,000.

WORK HISTORY FORM
ALAMEDA COUNTY CMA MANAGEMENT OF ATMS FIELD ELEMENTS
RFP A10-004

List projects completed by members of the proposing team, which best illustrate qualifications relevant to this project.

Project Name & Location	Nature of Firm's Responsibility	Project Owner's Contact Information	Completion Date (actual or estimated)	Estimated Cost of Entire Project	Estimated Cost of The Firm's Work
1)					
2)					
3)					
4)					
5)					
6)					
7)					
8)					
9)					
10)					

COST PROPOSAL - BASIC SERVICES

ROUTINE MANAGEMENT: ANNUAL CLEANING, CALIBRATION AND INSPECTION SERVICES

Services	Units	Unit Cost	Total
Fixed CCTV System (Including all fixed CCTVs, cabinet, services, and all other components)	48	\$ _____	\$ _____
Non-Intrusive Vehicle Detection System (VDS)	65	\$ _____	\$ _____
Opticom Detection System with Transit Signal Priority (TSP) & Emergency Vehicle Priority (EVP) (all components)	191	\$ _____	\$ _____
Total			\$ _____

ROUTINE MANAGEMENT: SEMI-ANNUAL INSPECTION SERVICES

Services	Units	Unit Cost	Total
Fixed CCTV System (Including all CCTVs, cabinet, services, and all other components)	48	\$ _____	\$ _____
Non-Intrusive Vehicle Detection System (VDS)	65	\$ _____	\$ _____
Opticom Detection System with Transit Signal Priority (TSP) & Emergency Vehicle Priority (EVP) (all components)	191	\$ _____	\$ _____
Total			\$ _____

**COST PROPOSAL
START UP SERVICES AND OTHER SERVICES**

Services	Units	Unit Cost	Total
Initial Inventory and Start-Up and monthly status reports	1	\$ _____	\$ _____
Attendance at monthly coordination meeting (Annual Cost)	1	\$ _____	\$ _____
Total			\$ _____

- ◆ Costs shall include any required repair and or replacement work, except for the cost of the materials. The CONSULTANT shall provide an itemized list of all materials used and will be reimbursed for the cost, plus a maximum of 10% mark-up.
- ◆ Annual cost increase will be determined by the ACCMA based on ENR's published Construction Cost Index (CCI) for the San Francisco Bay Area for the one-year period ending February 28 of the preceding year.
- ◆ Costs shall be all inclusive, including response time. No additional costs or charges are allowed. Costs shall include all applicable taxes, labor, materials, vehicle, etc.

COST PROPOSAL EMERGENCY RESPONSE AND REPAIR

The CONSULTANT shall provide applicable hourly on-site unit costs for all work associated with response and repair work. Materials costs for equipment replacement, etc. is NOT included. Travel time to and from the job site shall be included in the hourly on-site unit cost, and additional units shall NOT be paid for any travel time.

Services	Units	Hourly On-Site Unit Cost	Total
Example: 2 Person Service Crew	1	\$ _____	\$ _____
Example: Bucket Truck	1	\$ _____	\$ _____
Example: Fiber Break Repair	1	\$ _____	\$ _____
Others	1	\$ _____	\$ _____
	1	\$ _____	\$ _____
	1	\$ _____	\$ _____
	1	\$ _____	\$ _____
Total			\$ _____

- ◆ Costs shall include any required repair and or replacement work, except for the cost of the materials. The CONSULTANT shall provide an itemized list of all materials used and will be reimbursed for the cost, plus a maximum of 10% mark-up.
- ◆ Annual cost increase will be determined by the ACCMA based on ENR's published Construction Cost Index (CCI).
- ◆ Costs shall be all inclusive, including response time. No additional costs or charges are allowed.
- ◆ Provide the driving mileage, one-way, from the service call dispatch yard to the CMA offices. This information will be used as part of evaluation process.

23.0 TERMS, CONDITIONS AND EXCEPTIONS

Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and exceptions to Alameda County CMA's standard contract language. The omission of these documents renders a proposal non-responsive.

Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and exceptions to Alameda County CMA's standard contract language. The omission of these documents renders a proposal non-responsive.

1. The Alameda County CMA reserves the right to reject any and all proposals, as well as the right to cancel this procurement at any time.
2. Proposers will not be reimbursed for any costs associated with the preparation and submissions of the proposal, interviews or Proposer discussion conducted during the evaluation period.
3. Alameda County CMA shall select a Proposal for award based on the Evaluation Criteria as set forth in this RFP, and not necessarily based on lowest cost.
4. Alameda County CMA reserves the right to waive any minor irregularities or informalities in any proposal, or request clarification from any Proposer.
5. Alameda County CMA reserves the right to waive any requirements if it is in the Alameda County CMA's and/or the public's best interest.
6. Alameda County CMA reserves the right to schedule additional presentations or question and answer sessions with each Proposer to clarify any questions or issues with any proposal.
7. Alameda County CMA reserves the right to change the project schedule or product delivery schedule if it is in Alameda County CMA's and/or the public's best interest.
8. Alameda County CMA reserves the right to request re-submission of proposals in the event that no submitted proposal can be deemed the best value Proposal.
9. Alameda County CMA reserves the option to amend the contract awarded to the top ranked Proposer to extend the term or to include additional products or services.
10. Alterations, modifications or variations to a proposal may not be considered once received, unless authorized by the Alameda County CMA or by addendum or amendment.
11. The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other proposer or prospective proposer. Complementary proposals are illegal and prohibited.
12. All proposals, inquiries, Proposer literature, and other written material associated with this solicitation will become the property of the Alameda County CMA when received from the Proposer.
13. The master copy of each proposal shall be retained for Alameda County CMA official files and will become a disclosable public record after the award of a contract except to the extent a proposal or specific parts thereof are shown to be exempt from disclosure by law. Each proposer may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the proposer thereby agrees to indemnify and defend the Alameda County CMA for honoring such a designation. The failure to so label any information that is released by the Alameda County

CMA shall constitute a complete waiver of any and all claims for damages caused by any release of the information. If a public record request for labeled information is received by the Alameda County CMA, Alameda County CMA will notify the proposer of the request and delay access to the material until seven working days after notification to the proposer. Within that time delay, it will be the duty of the proposer to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

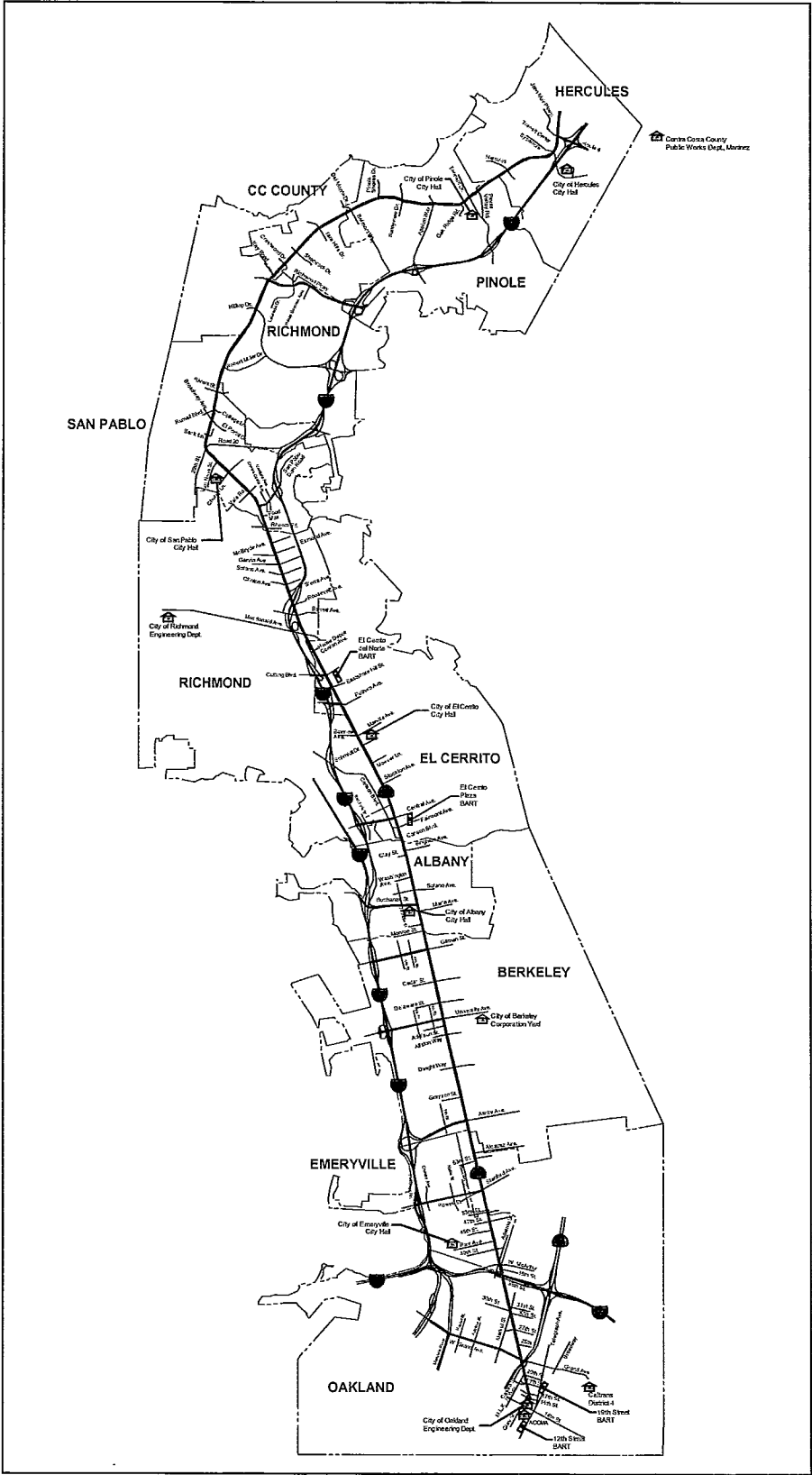
14. Alameda County CMA will not be liable for Federal, State, or Local excise taxes, delivery chargers, storage charges, or any other costs, except to the extent the cost therefore is specified as part of a cost proposal.
15. No contract will be implied by the selection of a proposal. The selection of a top ranked Proposer is only for the purpose of initiating negotiations for accomplishing the proposed contract. No contract will exist until both the Alameda County CMA and the Proposer have negotiated an agreement and signed a formal contractual document.
16. Alameda County CMA reserves the right to select multiple Proposers under this solicitation if it is in the Alameda County CMA's best interest to select a Proposer's specific portion of the project identified in Request for Proposals.
17. The Alameda County CMA reserves the right to negotiate final contract terms with any proposer selected. The contract between the parties will consist of the Proposal submitted by the Proposer together with any modifications thereto, and the awarded proposer's proposal, together with any modifications and clarifications thereto that are submitted at the request of the Alameda County CMA during the evaluation and negotiation process.
18. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, this solicitation, any modifications and clarifications to the awarded proposer's proposal, and the awarded proposer's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
19. Non-compliance with any aspect of this solicitation will be grounds for rejection of any proposal.
20. As a part of the contract, the Alameda County CMA will have the right to terminate the contract, impose liquidated damages, and all other legal recourse available to the Alameda County CMA, upon the Proposer's inability to meet the agreed upon product, delivery schedule and acceptance criteria established within the contract.
21. Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and exceptions to Alameda County CMA's standard contract language. The omission of these documents renders a proposal non-responsive.
22. Insurance requirements are shown in the Appendix D. The CONSULTANT shall maintain insurance during the life of the project.

APPENDICES

1. Appendix A - San Pablo/Hesperian Avenue Corridor Map
2. Appendix B - International Blvd/Telegraph Avenue Corridor Map
3. Appendix C - Required Forms
4. Appendix D – Insurance Information
5. Appendix E – Sample Contract
6. Appendix F – Contract Bond – Faithful Performance

APPENDIX A
SAN PABLO/TELEGRAPH AVENUE
CORRIDOR MAP

SAN PABLO/TELEGRAPH AVENUE CORRIDOR MAP



APPENDIX B
INTERNATIONAL BLVD/E 14TH CORRIDOR
MAP

APPENDIX C

REQUIRED FORMS

UDBE INFORMATION FORM – PRIME CONSULTANT / SUBCONSULTANTS

UDBE Commitment (Consultant Contracts)

See Instruction Below:

LOCAL AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

PROPOSAL DATE: _____

PROPOSER'S NAME: _____

CONTRACT UDBE GOAL (%): _____

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a UDBE)	UDBE CERT NO. AND EXPIRATION DATE	NAME OF EACH UDBE (Must be certified at the time proposals are due - include UDBE address and phone number)	PERCENT PARTICIPATION OF EACH UDBE

For Local Agency to Complete:

Local Agency Proposal Number: _____

Federal-Aid Project Number: _____

Federal Share: _____

Proposal Date: _____

Local Agency certifies that the UDBE certifications have been verified and all information is complete and accurate/unless noted otherwise.

Print Name
Local Agency Representative

Signature

Date

(Area Code) Telephone Number: _____

Total Claimed UDBE
Commitment

%

Signature of Proposer

Date (Area Code) Tel. No.

Person to Contact (Please Type or Print)

Local Agency Proposer UDBE Commitment (Consultant Contracts)
(Rev 6/27/09)

Instructions:

PLEASE NOTE: It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) African Americans; 2) Asian-Pacific Americans; 3) Native Americans; 4) Women. This information must be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive.

A "UDBE" is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.

The form requires specific information regarding the consultant contract: Local Agency, Location, Project Description, Proposal Date, Proposer's Name, and Contract UDBE Goal.

The form has a column for the Work Item Number and Description or Services to be subcontracted to UDBEs (or performed if the proposer is a UDBE). The UDBE prime contractors shall indicate all work to be performed by UDBEs including work to be performed by its own forces, if a UDBE. The UDBE shall provide a certification number to the Consultant and notify the Consultant in writing with the date of decertification if their status should change during the course of the contract. Enter UDBE prime consultant and subconsultant certification numbers. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are due and include UDBE address and phone number).

There is a column for the percent participation of each UDBE. Enter the Total Claimed UDBE Participation percentage of items of work submitted with proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) **Note:** If the proposer has not met the contract goal, the ACCMA shall evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

The UDBE Information form must be signed and dated by the consultant submitting the proposal. Also list a phone number in the space provided and print the name of the person to contact.

ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY
PROPOSER/DISADVANTAGED BUSINESS ENTERPRISE
(DBE GOOD FAITH EFFORT INFORMATION)

Submittal of only the Proposer DBE Information form may not provide sufficient documentation to demonstrate that an adequate good faith effort was made. Proposers who claim goal attainment should always be prepared to submit all documentation for making a “good faith effort” upon request. This will protect the proposer’s eligibility for award should the CMA, in its review, find that the goal was not met. Some examples of failing to meet the goals are: 1) DBE subcontractor was not certified by Caltrans or a participating agency, which has a reciprocal agreement with Caltrans, by the bid/proposal due date or 2) proposer made a mathematical error resulting in failure to meet the goal.

Proposers shall submit the requested information below when applying for a determination of a good faith effort when DBE contract goals are not attained or when only partial goal(s) have been attained. Use additional sheets where necessary.

1. ADVERTISEMENT DOCUMENTATION

List names and dates of each general circulation newspaper, trade paper and minority focused paper or other publication in which a request for DBE participation was placed. Attach a copy of the advertisements or proofs of publication.

Publication Name	Publication Date(s)

(THE PROPOSER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The consultant _____,
proposed subconsultant _____, hereby
certifies that he has _____, has not _____, participated in a previous contract or subcontract
subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246,
and that, where required, he has filed with the Joint Reporting Committee, the Director of the
Office of Federal Contract Compliance, a Federal Government contracting or administering
agency, or the former President's Committee on Equal Employment Opportunity, all reports due
under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by proposers and proposed subconsultant only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Consultants and subconsultant who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such CONSULTANT submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the proposer hereby declares under penalty of perjury under the laws of the State of California that the proposer has _____, has not _____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "proposer" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The proposer must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the Proposer shall complete, under penalty of perjury, the following questionnaire:

Has the proposer, any officer of the proposer, or any employee of the proposer who has a proprietary interest in the proposer, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In accordance with Public Contract Code Section 10232, the CONSULTANT, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the CONSULTANT within the immediately preceding two year period because of the CONSULTANT's failure to comply with an order of a federal court which orders the CONSULTANT to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONCOLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the proposer declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the bid price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the proposer has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The proposer, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
does not have a proposed debarment pending; and
has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining proposer responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:	
6. Congressional District, if known Federal Department/Agency:	7. Congressional District, if known Federal Program Name/Description:	
8. Federal Action Number, if known:	9. CFDA Number, if applicable _____ Award Amount, if known:	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) <input type="checkbox"/> actual <input type="checkbox"/> planned <input type="checkbox"/> a. retainer	13. Type of Payment (check all that apply) <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____		
Print Name: _____		
Title: _____		
Telephone No.: _____ Date: _____		

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

Standard Form LLL Rev. 09-12-97

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90

LEVINE ACT STATEMENT

Neither [] (name of CONSULTANT), nor any agent representing
[] (name of CONSULTANT has made a political contribution of more
than \$250 to any Alameda County Congestion Management Agency member in the twelve month period
preceding [] (of bid deadline, contract signing, or similar)].
[] (Company name)

Signature

Date

SIGNATURE PAGE

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of the Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the proposer has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code.) By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required under Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____

Sign



Here

Signature and Title of Consultant

Business Address _____

Place of Business _____

Place of Residence _____

APPENDIX D

INSURANCE INFORMATION

INSURANCE INFORMATION

FOR ITEMS 3, 4, 5 AND 6, THE FORMS PROVIDED BY THE ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY MUST BE USED. FORMS OTHER THAN THESE WILL NOT BE ACCEPTED.

ALL DOCUMENTS MUST BE ORIGINALS - SUBMIT IN TRIPLICATE

1. Insurance Agreement - **Must** be signed by CONSULTANT.
2. Certificate of Insurance to the Alameda County Congestion Management Agency - **must** be completed by the insurance agent or **must** provide a certificate on the company's form. They **must** contain the same information.
3. Endorsement of Primary Insurance - **must** be signed by the insurance agent for general liability and automobile liability only.
4. Additional insured endorsement - **must** be signed by the insurance agent for general liability and automobile liability only.
5. Comprehensive general liability/commercial general liability endorsement of aggregate limits of insurance per project - **must** be signed by the insurance agent for general liability only.
6. Waiver of subrogation endorsement worker's compensation insurance - **must** be signed by the insurance agent for worker's compensation only.
7. Notice of policy cancellation endorsement - **must** be signed by the insurance agent or **must** be on the company's certificate of insurance form for all coverage.

INSURANCE AGREEMENT

- A. CONSULTANT is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for worker's compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Contract.
- B. CONSULTANT and all subconsultants will carry worker's compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the Alameda County Congestion Management Agency (ACCMA), the Cities of Albany, Berkeley, El Cerrito, Emeryville, Hayward, Hercules, Oakland, Pinole, Richmond, San Leandro, San Pablo, and Union City; Alameda County, Contra Costa County and California Department of Transportation, and all other public agencies from whom permits will be obtained, and their respective directors, officers, engineers, agents and employees and shall issue an endorsement to the policy evidencing same.
- C. CONSULTANT shall carry at all times, on all operations hereunder, commercial or comprehensive general liability insurance, automobile liability insurance and builder's all risk insurance. All insurance coverage shall be in amounts required by the ACCMA and shall be evidenced by the issuance of a certificate in a form prescribed by the ACCMA and shall be underwritten by insurance companies satisfactory to the ACCMA for all operations, subcontract work, contractual obligations, product or completed operations, all owned vehicles and non-owned vehicles. Said insurance coverage obtained by the CONSULTANT, excepting worker's compensation coverage, shall name the ACCMA, the Cities of Albany, Berkeley, El Cerrito, Emeryville, Hayward, Hercules, Oakland, Pinole, Richmond, San Leandro, San Pablo, and Union City; Alameda County, Contra Costa County and California Department of Transportation, and all other public agencies from whom permits will be obtained, and their respective directors, officers, engineers, agents and employees as determined by the ACCMA, as additional insureds on said policies. Insurers must be licensed to do business in the State of California. The Insurers must also have an "A" policyholder's rating and a financial rating of at least Class XI in accordance with the current Best's Guide Rating.
- D. Before CONSULTANT performs any work at, or prepares or delivers materials to, any site or facility in the performance of this contract, CONSULTANT shall furnish certificates of insurance evidencing the foregoing insurance coverages and such certificates shall provide the name and policy number of each carrier and policy and that the insurance is in force and will not be canceled or modified without thirty (30) days written notice to the ACCMA. CONSULTANT shall maintain all of the foregoing insurance coverages in force until the work under this Contract is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of the ACCMA by CONSULTANT under this Contract and for the duration of the warranty period. Notwithstanding nor diminishing the obligations of CONSULTANT with respect to the foregoing, CONSULTANT shall maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company admitted in California and having a Best's Guide Rating of A, Class XI or better.

Worker's Compensation Liability

In accordance with the Worker's Compensation Act of the State of California - \$1,000,000 for all employees to be engaged in work

Public Liability - either commercial general liability or comprehensive general liability; including provisions for contractual liability, personal injury, independent consultants and property damage coverages.

\$2,000,000 per occurrence for bodily injury, personal injury and property damage.

Automobile Liability – comprehensive covering owned, non-owned and hired automobiles.

Combined single limit of \$1.0 million per occurrence.

(CONSULTANT's Name)

By: _____

Dated: _____ 20__

**CERTIFICATE OF INSURANCE
TO THE ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY**

This certifies to the Alameda County Congestion Management Agency that the following described policies have been issued to the insured named below and are in force at this time.

Insured: _____

Address: _____

Description of operations/locations/products insured (Maintenance of the SMART Corridors Program):

=====

WORKER'S COMPENSATION

* Statutory Min.

* Employer's
Liability

(name of insurer)

\$ _____ \$ _____ \$ _____

Insurance Company's State License No. _____

=====

Check Policy Type:

Each Occurrence

\$ _____

COMPREHENSIVE GENERAL LIABILITY

☐ Premises/Operations

General Aggregate
(if applicable)

\$ _____

☐ Owners & CONSULTANTs

Protective

Aggregate

\$ _____

☐ Contractual for Specific

Contract

Personal Injury

\$ _____

☐ Products Liability

☐ XCU Hazards

☐ Broad Form P.D.

☐ Severability of Interest

Clause

Fire Damage (any one fire)

\$ _____

☐ Personal Injury with

Employee Exclusion Removed

Medical Expense
(any one person)

\$ _____

or

Self-Insured

COMMERCIAL GENERAL LIABILITY

Retention

\$ _____

(name of insurer)

Policy No. _____

Expiration Date _____

AUTOMOTIVE/VEHICLE LIABILITY	BODILY INJURY	PROPERTY DAMAGE
Commercial Form	Each Person	Each Accident
Liability Coverage	\$ _____	\$ _____
	Each Accident	

(name of insurer)	\$ _____ or	
	Combined Single Limit	\$ _____
Policy No. _____	Expiration Date _____	
=====		
_____	A copy of all Endorsements to the policy(ies) which in any way	
(agent's initial)	limit the above-listed types of coverage are attached to this	
Certificate of Insurance.		
<p>This Certificate of Insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this Certificate of Insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.</p>		
<p>IT IS HEREBY CERTIFIED that the above policy(ies) provide liability insurance as required by the Agreement between the City and the insured.</p>		
By: _____	Dated: _____	20__
Attach Certificate of Insurance and Additional Insured Endorsement on company forms.		

ENDORSEMENT OF PRIMARY INSURANCE

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this Endorsement is attached or any other Endorsement attached thereto, it is agreed as follows:

The insurance afforded by this policy is primary insurance, and no additional insurance held or owned by the designated additional insured(s) shall be called upon to cover a loss under said additional policy.

POLICY INFORMATION

1. Insurance Company: _____
2. Insurance Policy Number: _____
3. Effective Date of this Endorsement: _____, 20____
4. Insured: _____

All notices herein provided to be given by the Insurance Company to the ACCMA in connection with this policy and this Additional Insured Endorsement shall be mailed to or delivered to the Alameda County Congestion Management Agency, 1333 Broadway, Suite 220, Oakland, CA 94612.

I, _____ (print/type name)
warrant that I have authority to bind the below listed Insurance Company and by my signature hereon do so bind this Company.

Signature of Authorized Representative: _____
(Original signature required on all Endorsements furnished to the District)

Name of
Agent/Agency: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

ADDITIONAL INSURED ENDORSEMENT

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this Endorsement is attached or any other Endorsement attached thereto, it is agreed as follows:

The Alameda County Congestion Management Agency ("ACCMA") the Cities of Albany, Berkeley, El Cerrito, Emeryville, Hayward, Hercules, Oakland, Pinole, Richmond, San Leandro, San Pablo, and Union City; Alameda County, Contra Costa County and California Department of Transportation, and all other public agencies from whom permits will be obtained, and their respective directors, officers, engineers, agents and employees are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of the CONSULTANT in connection with the Contract with the ACCMA, or acts or omissions of the additional insureds in connection with, but limited to its general supervision or inspection of said operations.

POLICY INFORMATION

1. Insurance Company: _____
2. Insurance Policy Number: _____
3. Effective Date of this Endorsement: _____ 20__
4. Insured: _____

All notices herein provided to be given by the Insurance Company to the ACCMA in connection with this policy and this Additional Insured Endorsement shall be mailed to or delivered to the Alameda County Congestion Management Agency, 1333 Broadway, Suite 220, Oakland, CA 94612.

I, _____ (print/type name)
warrant that I have authority to bind the below listed Insurance Company and by my signature hereon do so bind this Company.

Signature of Authorized Representative: _____
(Original signature required on all Endorsements furnished to the District)

Names of
Agent/Agency: _____ Title: _____

Address: _____ Telephone: _____

_____ Facsimile: _____

**ENDORSEMENT OF AGGREGATE LIMITS OF INSURANCE PER PROJECT
COMPREHENSIVE GENERAL LIABILITY
COMMERCIAL GENERAL LIABILITY**

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this Endorsement is attached or any other Endorsement attached thereto, it is agreed as follows:

This Endorsement modifies the insurance provided under the General Liability Coverage part of the below-referenced policy of insurance.

The general aggregate limit under LIMITS OF INSURANCE applies separately to the project described as **MANAGEMENT OF THE EAST BAY SMART CORRIDORS PROGRAM**

POLICY INFORMATION

1. Insurance Company: _____
2. Insurance Policy Number: _____
3. Effective Date of this Endorsement: _____ 20__
4. Insured: _____
5. Additional Insured: Alameda County Congestion Management Agency, the Cities of Albany, Berkeley, El Cerrito, Emeryville, Hayward, Hercules, Oakland, Pinole, Richmond, San Leandro, San Pablo, and Union City; Alameda County, Contra Costa County and California Department of Transportation, and all other public agencies from whom permits will be obtained and their respective directors, officers, engineers, agents and employees.

All notices herein provided to be given by the Insurance Company to the ACCMA in connection with this policy and this Additional Insured Endorsement shall be mailed to or delivered to the Alameda County Congestion Management Agency, 1333 Broadway, Suite 220, Oakland, CA 94612.

I, _____ (print/type name)
warrant that I have authority to bind the below listed Insurance Company and by my signature hereon do so bind this Company.

Signature of Authorized Representative: _____
(Original signature required on all Endorsements furnished to the District)

Names of	
Agent/Agency: _____	Title: _____
Address: _____	Telephone: _____
	Facsimile: _____

**WAIVER OF SUBROGATION ENDORSEMENT
WORKER'S COMPENSATION INSURANCE**

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this Endorsement is attached or any other Endorsement attached thereto, it is agreed as follows:

It is agreed that with respect to such insurance as is afforded by the policy, the Insurance Company waives any right of subrogation it may require against the Alameda County Congestion Management Agency, the Cities of Albany, Berkeley, El Cerrito, Emeryville, Hayward, Hercules, Oakland, Pinole, Richmond, San Leandro, San Pablo, and Union City; Alameda County, Contra Costa County and California Department of Transportation, and all other public agencies from whom permits will be obtained, and their respective directors, officers, engineers, agents and employees by reason of any payment made on account of injury, including death resulting therefrom, sustained by any employee of the insured, arising out of the performance of the above-referenced Contract.

POLICY INFORMATION

1. Insurance Company: _____
2. Insurance Policy Number: _____
3. Effective Date of this Endorsement: _____ 20__
4. Insured: _____

All notices herein provided to be given by the Insurance Company to the ACCMA in connection with this policy and this Additional Insured Endorsement shall be mailed to or delivered to the Alameda County Congestion Management Agency, 1333 Broadway, Suite 220, Oakland, CA 94612.

I, _____ (print/type name)
warrant that I have authority to bind the below listed Insurance Company and by my signature hereon do so bind this Company.

Signature of Authorized Representative: _____
(Original signature required on all Endorsements furnished to the District)

Names of
Agent/Agency: _____ Title: _____

Address: _____ Telephone: _____

_____ Facsimile: _____

**NOTICE OF POLICY
CANCELLATION ENDORSEMENT**

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this Endorsement is attached or any other Endorsement attached thereto, it is agreed as follows:

Cancellation Notice. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits, or materially altered, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Alameda County Congestion Management Agency ("ACCMA"). Such notice shall be addressed to the ACCMA as indicated below.

POLICY INFORMATION

1. Insurance Company: _____
2. Insurance Policy Number: _____
3. Effective Date of this Endorsement: _____ 20____
4. Insured: _____

All notices herein provided to be given by the Insurance Company to the ACCMA in connection with this policy and this Additional Insured Endorsement shall be mailed to or delivered to the Alameda County Congestion Management Agency, 1333 Broadway, Suite 220, Oakland, CA 94612.

I, _____ (print/type name)
warrant that I have authority to bind the below listed Insurance Company and by my signature hereon do so bind this Company.

Signature of Authorized Representative: _____
(Original signature required on all Endorsements furnished to the District)

Names of
Agent/Agency: _____ Title: _____

Address: _____ Telephone: _____
_____ Facsimile: _____

APPENDIX E

SAMPLE ACCMA CONTRACT

APPENDIX F

CONTRACT BOND - FAITHFUL PERFORMANCE

CONTRACT BOND - FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Alameda County Congestion Management Agency, a joint powers agency, hereinafter designated "Obligee", and _____, hereinafter designated "Principal", have entered into, each with the other, a contract dated _____, which contract was authorized to be executed for and on behalf of said Obligee by order of the ACCMA Board, and which contract is on file in the office of the Board Secretary of the Alameda County Congestion Management Agency, reference to which is hereby made, and which is hereby incorporated herein and made a part hereof, and

WHEREAS, said Principal has agreed and is obligated by the terms of said contract to do and perform certain work and to discharge and perform and carry out certain other obligations in said contract in accordance with the terms and provisions of said contract, with the plans and specifications adopted therefor and incorporated therein and now on file with and in the office of the Board Secretary of the Alameda County Congestion Management Agency, and with all applicable ordinances, rules and regulations of the Alameda County Congestion Management Agency, and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for faithful performance of said contract,

NOW THEREFORE, we, said Principal, as Principal, and _____, a corporation, duly organized and existing under the laws of the State of _____, and duly authorized to transact business in the State of California, as Surety, are held and firmly bound to said Obligee in the sum of (\$ _____), lawful money of the United States of America, to be paid to said Obligee, for the payment of which sum well and truly to be made we and each of us bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the above-bounden Principal, or his successors or assigns, shall in all things stand to and abide by and well and truly keep and perform each and all of the covenants, terms, conditions, and obligations in said contract on the Principal's part to be kept and performed, and any and all alterations thereof made as therein provided, at the time and in the manner therein specified, and shall release, defend, hold harmless, and indemnify Obligee and its officers, employees, and agents as therein specified, then this obligation shall be reduced to an amount equivalent to ten percent (10%) of the original value of the bond which amount shall warrant and guarantee the work for a period of one year from the date of acceptance of the work.

Whenever Principal shall be and declared by Obligee in default under the Contract, Surety shall promptly remedy the default, or shall promptly:

Undertake through its agents or independent contractors, reasonably acceptable to Obligee, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and indemnities, and the payment of liquidated damages; or

Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by Obligee of the responsible bidder whose price, terms and conditions are in Obligee's best interests, arrange for a contract between such bidder and Obligee, as selected at the sole discretion of said Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of Management of ATMS Field Elements – RFP A10-004

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